Box 15-B

This instrument prepared by:
, an employee of
First American Title Insurance Company
Six Cadillac Drive, Suite 190
Brentwood, Tennessee 37027
(615) 371-8999

Davidson County DEEDWARR
Recvd: 09/01/05 11:46 3 pgs
Fees:18.00 Taxes:543.46
20050901-0104999

File No.: **2120-934527**

WARRANTY DEED

THIS INDENTURE, made and entered into this **Thirty-first day of August, 2005**, by and between **Daniel J. Smart and wife, Tacha Smart**, parties of the first part, and **William A. Kirk, Jr. and wife, Violet M. Kirk**, party of the second part,

WITNESSETH: This for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part had bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described Real Estate, situated and being in the City of **Antioch**, County of **Davidson**, State of **Tennessee**, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 712 ON THE PLAN OF CALUMET ESTATES, PHASE SEVEN, OF RECORD IN PLAT BOOK 9700, PAGE 628, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

Being the same property conveyed to Daniel J. Smart, unmarried from James T. McClean, Sr., unmarried, by virtue of Warranty Deed as recorded on 05/15/2000 in Instrument Number 200005150048405, in the Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:
(1) Taxes which have been prorated and assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

Parcel ID # **150-14-0-A 095.00 CO**
XX Improved OR
Unimproved property located at: **4124 Pleasant Colony Drive, Antioch, Tennessee 37013**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Daniel J. Smart

Tacha Smart

STATE OF **TENNESSEE**

COUNTY OF **WILLIAMSON**

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Daniel J. Smart and wife, Tacha Smart** to me known to the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained as **their** free Act and Deed.

Witness my hand and Notarial Seal this **Thirty-first day of August, 2005.**

Notary Public

Judy A. Lehman
State of Tennessee Notary Public
Williamson County

My Commission Expires: 3-10-07

****

Owner's Name: **William A. Kirk, Jr. and Violet M. Kirk**

and Address: **4124 Pleasant Colony Drive**
Antioch, TN 37013

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Countrywide Home Loans, Inc.
P. O. Box 670009
Dallas, TX 75267-0009

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$146,880.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this **Thirty-first day of August, 2005.**

Notary Public

My Commission Expires: 3-10-07

Judy A. Lehman
State of Tennessee Notary Public
Williamson County